

No 996-4Lab-72/4075.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947, the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak in respect of the dispute between the workman and the management of M/s Haryana Roadways, Rohtak.

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, HARYANA, ROHTAK

Reference No. 154 of 1971

*between*

THE WORKMAN SHRI OM DUTT, CONDUCTOR AND THE MANAGEMENT OF M/S HARYANA ROADWAYS, ROHTAK

*Present—*

Sh. S. N. Vats, for the workman.

Sh. Suresh Chander, for the management.

### A W A R D

The following industrial dispute between the workman Sh. Om Dutt and the management of M/s Haryana Roadways, Rohtak was referred to this Court for adjudication,—*vide* Gazette Notification No. ID/RK/82-A-71 dated 1st September, 1971.

“Whether the termination of services of Sh. Om Dutt, Conductor was justified and in order ? If not to what relief is he entitled ?

On receipt of the reference usual notices were issued to the parties in response to which a written statement has been filed on behalf of the management. The case of the management is that Sh. Om Dutt was on duty as Conductor on Bus No. 1377 which was going from Delhi to Bhatinda on 24th January, 1970 and he allowed 20 Passengers to travel without tickets from Ghari to Hansi and when the Bus was checked by Sh. Girdhari Lal just outside the Bus-Stand, the Conductor refused to hand over the unpunched tickets and the way bill. Accordingly he was charge sheeted and a regular enquiry was held against him in which his guilt was duly established. He was accordingly given a final show cause notice and in view of the gravity of the offence he was dismissed.

The management have filed the original record of the domestic enquiry held against the workman. They have heard the learned representative of the parties and have carefully gone through the record of the enquiry produced on the file. It needs hardly be said that the enquiry has been conducted in a very perfunctory manner. In the first place it is not even clear from the order of the General Manager as to who was appointed as the Enquiry Officer. The stencilled order indicates that probably the Traffic Manager was appointed as an Enquiry Officer because the other two officers namely A. A. O. (Assistant Accounts Officer) and W. M. (Works Manager) have been scorched off. The learned representative of the management however submits that in fact the Enquiry Officer in this case was A. A. O. (Assistant Accounts Officer) and not the T. M. (Traffic Manager) because there is a tick mark over the letters A. A. O. in the copy of the order in his file. The learned representative filed the copy of the order of the General Manager on which this tick mark appears. This method of appointment of an Enquiry Officer, to say the least, is most unsatisfactory. Anybody can tick mark any name at any time. It was the duty of the General Manager to have written the name or designation of the Enquiry Officer whom he wanted to appoint as Enquiry Officer.

This is not the only defect in the enquiry. The record further shows that the statement of Sh. Girdhari Lal, witness of the management was recorded by Sh. Vishan Dass Bhatia, Traffic Manager. The recording of the statement of Sh. Girdhari Lal confirms the original impression that the Enquiry Officer was the Traffic Manager and not the Assistant Accounts Officer but the position becomes worse because the statement of the second witness of the management namely Sh. Khem Raj, Inspector has been recorded by one Sh. Sada Nand, Superintendent Haryana Roadways, Rohtak. It is not clear from the record how Sh. Sada Nand happened to record the statement of Sh. Khem Raj. The representative of the management is also unable to explain this enigma. He simply submits that Shri Sada Nand must have been directed to hold enquiry on that day but no orders of the General Manager to this effect have been produced. The statement of the workman has not been recorded. The evidence of the defence witness Sh. Ran Singh has however been recorded by Sh. R. D. Sharma who has described himself as the Enquiry Officer. The report that the guilt of the workman has been established by the evidence of the witnesses of the management is also written by Sh. R. D. Sharma although the enquiry was not initiated by him nor did he record the statement of Sh. Girdhari Lal and Khem Raj.

The learned representative of the management submits that the enquiry can not be said to be vitiated because the workman has been participating in the enquiry throughout and he never raised any objection that the enquiry was not being conducted by one officer. I am afraid, it is not possible to accept this contention because the enquiry had to be held by the person appointed in this behalf and it is not open to any officer to hold the enquiry at his pleasure.

Since the domestic enquiry held against the workman has been found to be vitiated, the dismissal of the workman can not be said to be justified and in order. He is entitled to be re-instated with continuity of service and full back wages. I give my award accordingly. No order as to costs.

Dated 21st January, 1972.

P. N. THUKRAL,  
Presiding Officer,  
Labour Court, Haryana, Rohtak.

No. 203, dated Rohtak, the 21st January, 1972.

Forwarded in quadruplicate to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under Section 15 of the Industrial Disputes Act, 1947.

P. N. THUKRAL,  
Presiding Officer,  
Labour Court, Haryana, Rohtak.

No. 1011-4 Lab-72/4077.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad in respect of the dispute between the workmen and the management of M/s Good Earth Engines (P) Ltd., Faridabad

BEFORE SHRI O.P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD

Reference No. 77 of 1971

between

The workmen and the management of M/s Good Earth Engines (P) Ltd., Faridabad.

Present.—

Nemo, for the workmen

Shri R.C. Sharma, for the management.

#### AWARD

The Faridabad Engineering Worksrs Union, Regd., N.I.T. Faridabad raised 7 demands on the management of M/s Good Earth Engines (P) Ltd., Faridabad as per details given below,—*vide* demand notice, dated 3rd December, 1971 on record :—

1. Bonus for the year 1969-70 be given to the sworkers at the rate of 20 per cent of Annual Earnings.
2. D.A. be given to the workers at the rate of Rs 30 P.M. linked with cost of living index at the rate Rs 1.50 per pt.
3. Minimum Wage to the Unskilled Workers be given Rs 200 per month.
4. Grade and Scales be framed with the consultation of the Union and Annual Increment be given at the rate of 25 per cent of monthly Wages.
5. Uniforms be given to the workers Season Wise.
6. 14 Sick Leaves be allowed to the workers as per Industrial Establishment, National Festival Holidays and Sick Leave Act, 1965.
7. Gratuity Scheme be inforced with the consultation of the union.

On receipt of the failure report from the Labour-cum-Conciliation Officer, the Governor of Haryana, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following three demands for adjudication to this Tribunal,—*vide* order No. ID/FD/33A/24515-19, dated 2nd August, 1971 :—

1. Whether grades and Scales of the workmen should be fixed? if so, with what details and from which date?
2. Whether the workmen should be supplied with uniforms? if so, with what details and from which date?

3. Whether gratuity scheme should be introduced in the factory? if so, with what details and from which date?

On receipt of the reference usual notices were given to the parties. The management filed the written statement on 3rd September, 1971 alleging settlement of all the disputes, as per terms and conditions given in the memorandum of Settlement, dated January 6, 1971. A copy of the Settlement was also filed. Notice of the alleged settlement was given to the workers through their union which had given the demand notice leading to the present reference. They have not filed any objection to the above settlement nor have they filed any statement of claim. They have further chosen not to take part in the present proceedings and even their authorised representatives has not turned up.

In view of the facts stated above, the presumption is irresistible that the workers have settled their disputes with the management as per the memorandum of Settlement, dated January 6, 1971. Statement of the authorised representative of the management has been recorded. He has proved the original Memorandum of settlement copy Ex. M-1 which purports to have been signed by the 8 representatives of the concerned workmen who had been authorised to enter into the settlement,—vide authority letter copy Ex M-2.

In the circumstances, no further proceedings are called for in the case and the award is given in terms and conditions of the memorandum of Settlement, dated January 6, 1971 Ex. M-1 annexure 'A' which shall form part of the award. There shall be no order as to costs.

O.P. SHARMA,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

Dated 20th January, 1972.

No. 124, dated 20th January, 1972

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

Dated 20th January, 1972.

FORM 'H'  
(See Rule No. 58 of Industrial Disputes Rules)

Memorandum of Settlement under section 18 (1) of the Industrial Disputes Act, 1947.

Name of the parties	.. (1) Management of M/S Goodearth Engines Private Ltd, Faridabad. (2) Workmen of M/S Goodearth Engines Private Limited, Faridabad.
Representing Employer	.. Shri P. L. Khosla. Manager.
Representing Workmen	.. (1) Sh. Roop Chand (2) Sh. Vikram Singh. (3) Sh. Killan Singh. (4) Sh. Surinder Kumar. (5) Sh. Sahib Ram. (6) Sh. Hayat Singh. (7) Sh. Mangle Singh. (8) Sh. R.K. Katri.

**Short Recital:**

A demand notice, dated 3rd December, 1970 alleged to have been served on behalf of the workmen by the General Secretary, Faridabad Engineering Workers Union, Faridabad was received. The management held negotiations with the workmen and the workmen expressed their view that the demand notice is incompetent and they would withdraw the above referred demand notice and it would be treated as cancelled. However, to solve certain matters the workmen elected 8 of their representatives named above for negotiation in their General Body Meeting, dated 28th December, 1970 and also authorised them to enter into a settlement with the Management. On fresh demand notice dated 28th December, 1970, the workmen and the management have arrived at a settlement and the same is reproduced in writing and signed as under with the following terms and conditions.

**TERMS OF THE SETTLEMENT:**

(1) *Bonus*.—The financial year of the company is from 1st July to 30th June. The Management is liable to distribute bonus upto February, 1971. However it is agreed by both the parties that bonus will be distributed by the management as per provisions of the payment of Bonus Act By the end of February, 1971. The workmen agreed that they will not raise any further demand for additional bonus etc. after receiving the payment.

(2) It is agreed by the management that wages of all workmen will be increased by Rs. 6 per month with effect from January 1, 1971 and it will be added towards the amount of Rs. 15 which is being paid to the workmen as dearness allowance at present. In other words workmen will get Rs. 21 as dearness allowance under the same terms and conditions as per prevailing in the factory at present. (The rate of D.A. will be admissible to employees drawing basic wages upto Rs 300 P.M. only). The workmen in consideration of this increase in D.A. agree to give up the demand for D.A. as the same stands fully satisfied and settled.

(3) It is agreed by the management that two cotton uniforms of Grey Drill will be provided to every permanent workman in one calendar year starting from 1st January, 1971. The workmen will attend their duties in proper uniform otherwise action will be taken and in case of loss, the price of the uniform will be recoverable from the workmen on proper basis. The workmen agree that they do not press for any other kind of uniform and give up their claim in this respect.

(4) The management is following the terms and conditions in respect of sick leave as provided under the Punjab Industrial and Estt. (Casual leave, sick leave and National and Festival Holidays) Act, 1965. However, it is made clear for the clarify of the workmen that payment for all the days of sickness at the rate of 100 per cent of the wages to the extent of 7 days in a year will be made to the workmen for all the days when they do not receive any cash benefit from the E.S.I.

(5) It is agreed by the workmen that they have no other demands or disputes with the management for settlement or negotiations and all their demands and disputes stand fully satisfied in all respect.

(6) It is agreed between the parties that this settlement will be binding for a period of one year and will continue to remain in force until and unless a notice of termination as provided under the Industrial Disputes Act is not given by any of the parties to this settlement.

(7) The workmen agree that they will not raise any demand which may have financial implications during the binding period an operation of the settlement.

(8) It is agreed that te copies of this settlement will be sent by the management to the following authorities for the purpose of registration :—

1. Secretary to the Government of Haryana, Department of Labour, Chandigarh.
2. Labour Commissioner, Haryana, Chandigarh.
3. Conciliation Officer, Faridabad.

SIGNED ON THIS 6TH DAY OF JANUARY, 1971 AT FARIDABAD.

For workmen:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

for M/s Good Earth Engines Pvt. Ltd.  
(P.L.KHOSLA)  
Manager.

(Attested)

O.P.SHARMA,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
FARIDABAD.

No. 1020-4Lab-72/4982.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad in respect of the dispute between the workmen and the management M/s Laxmi Rattan Engineering Works, Faridabad.

BEFORE SHRI O.P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,  
HARYANA, FARIDABAD

Application No. 42 of 1971 under section 33-A of the  
Industrial Disputes Act, 1947

Between

SHRI KAMLA PATI RAI WORKMAN AND THE MANAGEMENT OF  
M/S LAXMI RATTAN ENGINEERING WORKS, FARIDABAD

Present—

Shri Onkar Parshad for the workman.

Shri C. Sharma and Shri S. S. Joshi for the management.

#### AWARD

This is an application under section 33-A of the Industrial Disputes Act, 1947, Shri Kamla Pati Rai working as a Chowkidar in the factory of M/s Laxmi Rattan Engineering Works, Faridabad, has complained that during the pendency of reference No. 56 of 1967 the management has illegally effected a change in his service by directing him to work permanently in the night shift which amounts to contravention of the provisions of section 33 of the Industrial Disputes Act and hence this application for redress of his above grievance.

Notice of the application was given to the management Shri S. S. Joshi Labour Officer has appeared and made a statement to the effect that Shri Kamla Pat Rai concerned workman, the present applicant, is not required to work permanently in the night shift and that with effect from Monday next, i.e., 17th January, 1972 he would work in the morning shift and there after in all the shifts by rotation, as is done in the case of the remaining 15 watchmen.

In view of the above undertaking given on behalf of the management the applicant does not press for further proceedings in the application and his authorised representative Shri Onkar Parshad has made a statement to this effect.

The application shall, in the result, be filed with the direction to the management that Shri Kamla Pati Rai concerned workman shall work in the morning shift with effect from 17th January, 1972 and there after in all the shifts by rotation as may be the case with the remaining watchmen. There shall be no order as to costs.

O.P. SHARMA,

Presiding Officer,  
Industrial Tribunal, Haryana  
Faridabad.

Dated 19th January, 1972.

No. 98, dated the 19th January, 1972

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

O.P. SHARMA,

Presiding Officer,  
Industrial Tribunal, Haryana  
Faridabad.

Dated 19th January, 1972.

No. 1000-4 Lab-72/4084.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak in respect of the dispute between the workmen and the management of M/S Haryana Co-op. Transport Society Ltd., Kaithal.

BEFORE SHRI P.N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, HARYANA,  
ROHTAK

Reference No. 191 of 1970

Between

The workmen Shri Mahal Singh and the management of M/s Haryana Co-op. Transport Society Ltd.,  
Kaithal

Present.—

Shri Harbans Lal, for the workman.

Shri M.L. Saini, for the management

AWARD

Shri Mahal Singh was working as a Driver in M/s Haryana Coop. Transport Society Ltd., Kaithal. He complains that the respondent society forcibly and under duress obtained his thumb impression as well his signatures on blank papers and then the society refused to give him duty and wrongfully terminated his services. The workman raised an industrial dispute under section 2-A of the Industrial Disputes Act, 1947. Accordingly, the Governor of Haryana, in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following industrial dispute to this Court for adjudication vide Gazette Notification No. ID/KNL/19-B. dated 16th October, 1970

Whether the termination of services of Shri Mahal Singh, Driver was justified and in order? If not; to what relief is he entitled?

On receipt of the reference usual notices were issued to the parties in response to which a statement of claim was filed on behalf of the workman and the management filed their written statement. A preliminary objection has been raised on behalf of the management that the notice of demand dated 26th September, 1970 does not fulfill the conditions required under Rule 3 of the Industrial Disputes Act, 1947 and moreover this demand notice was not rejected by the respondent before the conciliation proceedings started and as such there was no industrial dispute between the parties and, therefore, the reference is invalid and incompetent. On merits, it is pleaded that the workman himself left service/resigned and as such he can not invoke the provision of section 2-A of the Industrial Disputes Act. According to the management the workman is supposed to have resigned his job on 4th April, 1970.

The preliminary objections were found against the management,— vide the order of this Court, dated 13th May, 1971 and they were duly informed of this order. On merits the following issues were framed.

1. Whether Sh. Mahal Singh left service/ resigned the job of his own accord?
2. If issue No. 1 is not proved whether the termination of services of Sh. Mahal Singh was justified and in order? if not, to what relief is he entitled?

The case was adjourned for evidence on merits to 7-6-71. On the date of fixed, the management filed an application seeking an adjournment on the ground that they wanted to file a civil writ against the order of this court dated 13th May, 1971. At the request of the management the case was adjourned for evidence to 23rd August, 1971 on payment of costs. On the date fixed the representative of the management again requested for adjournment and the case was adjourned to 11th October, 1971 for evidence. On 11th October, 1971 the management again did not produce any evidence and requested for further adjournment. This request was not considered reasonable and the case of the management was closed and the evidence of the workman was recorded.

Sh. Mahal Singh workman appeared as his own witness in support of his case and stated that he joined the respondent company in the year 1964 and he never resigned his post nor did the management ever inform him that his resignation has been accepted. He says that the management obtained his signatures on blank papers under duress and he made a complaint Ex. W.W. 1/1 in this regard. He further stated that he has not been able to find alternative service and is un-employed. His monthly salary was Rs. 189/- P.M.

The workman has been cross examined by the representative of the management. In cross examination he was asked if he was ever informed in writing that his services have been terminated. The workman replied in negative. He has further explained that his signatures were obtained forcibly after closing the doors of the room. The management have led no evidence whatsoever that the workman has resigned his service. It is not even indicated what was the reasons for which the workman did not wish to continue in service. The onus of proving that the workman had resigned his job was upon the management. In view of the un-rebutted evidence of the workman, I hold that it is not proved that he had resigned his service and the termination of his services was not justified and in order and he is entitled to be re-instated with continuity of service and full back wages. I give my award accordingly. There will be no order as to costs.

Dated, 17th January, 1972

P.N. THUKRAL  
Presiding Officer,  
Labour Court, Haryana, Rohtak.

No. 198, dated Rohtak, the 20th January, 1972

Forwarded in quadruplicate to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947

P. N. THUKRAL  
Presiding Officer,  
Labour Court, Haryana, Rohtak,

The 3rd February, 1972

No. 1256-4Lab-72/4375.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947, (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer Industrial Tribunal, Haryana, Faridabad in respect of the dispute between the workmen and the management of M/s Universal Refrigeration Industries, Bahadurgarh.

BEFORE SHRI O.P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,  
HARYANA, FARIDABAD

Reference No. 103 of 1970

BETWEEN

THE WORKMEN AND THE MANAGEMENT OF M/S UNIVERSAL REFRIGERATION  
INDUSTRIES, BAHADURGARH

Present: Shri Onkar Parshad, for the workmen.  
Shri S.L. Gupta, for the management.

#### AWARD

The facts relevant to this judgement may briefly be stated as under :—

The workmen of M/s Universal Refrigeration Industries, Modern Industrial Estates, Bahadurgarh, raised a demand for bonus at 20 per cent for the year 1968-69 which was not agreed to by the management. This gave rise to an industrial dispute. The conciliation proceedings were initiated on the demand notice issued by the union of the workers but without any success.

On receipt of the failure report from the Conciliation Officer, the Governor of Haryana, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the dispute for adjudication to this Tribunal,—vide order No. ID/RK/105-A/70/23299-304, dated 3rd August, 1970. The term of reference being as given under :—

“Whether the workers should be paid bonus for the year 1968-69 at higher rate than 4 per cent minimum Bonus already paid to them ? If so, with what details ?

Notices were issued to the parties and they filed their respective written statements. In the statement of claim filed on 19th October, 1970 the workmen reiterated their claim for grant of bonus at 20 per cent contending that the management had made profits to justify the above claim. The management, on the other hand, disputed the above claim and pleaded that under a settlement dated November 4, 1969 the workmen had agreed to receive payment of bonus at 4 per cent for the relevant period and as such their claim for the enhancement of the rate of bonus was not justified.

From the pleadings of the parties the only issue that arose for determination in the case was as per the term of reference stated above and no other issue was claimed.

The management has placed on record a copy of the aforesaid memorandum of settlement, dated November 4, 1969, Exhibit M.W 1/1 which purports to have been signed by all the workmen in the factory excepting the present claimants including Dukharan, Mohinder Singh, Ram Phal and Kanshi Ram. The balance sheet, profit and loss account statement for the relevant year and the computation chart have also been produced and Shri Sucha Singh, Proprietor of the firm has made his statement as Exhibit M.W. 1. Out of the workers Sarvshri Kanshi Ram and Dhukaran have come into the witness box and no other evidence has been produced.

The learned representatives of the parties are agreed that the aforesaid settlement, dated November 4, 1969 having been signed only by 12 of the 16 workers in the factory and Sarvshri Dhukharan, Mohinder Singh, Ram Phal and Kanshi Ram being not a party to it, since they were under dismissal at that time and had raised a regular disputes they are not bound by this settlement which had been brought about otherwise than in conciliation proceedings as contemplated under section 12(3) of the Industrial Disputes Act, 1947. This settlement is undoubtedly binding on all the workers who are party to it and it may be stated that they have not come forward to press their claim for higher bonus.

So far as the present contestants, namely, Dhukaran, Mohinder Singh, Ram Phal and Kanshi Ram are concerned the management has entered into an agreement with them also and Shri S.L. Gupta, the authorised representative of the management has made a statement that as per the accounts produced in the case the management agrees to pay to these 4 workmen bonus at 17 per cent of their annual earning for the relevant period 1968-69, as a gesture of good will and the amount due to each one of the 4 workers will be paid within a month from today after verification of the relevant records. The above offer has been accepted on behalf of the concerned 4 workmen and the statement of their authorised representative Shri Onkar Parshad has been recorded.

In the circumstances, no further proceedings are called for in the case and the award is given in terms of the above settlement arrived at between the parties. The management shall pay bonus at 17 per cent of their annual earning to Sarvshri Dhukaran, Mohinder Singh, Ram Phal and Kanshi Ram for the year 1968-69 and the amount due shall be paid to them within a period of one month from today. There shall be no order as to costs.

O. P. SHARMA,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

Dated the 25th January, 1972.

No. 150, dated the 25th January, 1972.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

Dated the 25th January, 1972.

**No. 1062-4 Lab-72/4445.**—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana, is pleased to publish the following award of Shri D.J. Lal Chaudhry, Arbitrator (Labour Officer-cum-Conciliation Officer, Yamunanagar) in respect of the dispute between the workmen and the management of M/s Urban Co-operative Bank, Limited, Yamunanagar.

**BEFORE SHRI D.J. LAL CHAUDHRY, H.L.S., ARBITRATOR (LABOUR OFFICER-CUM-CONCILIATION OFFICER, YAMUNANAGAR)**

**BETWEEN**

**THE WORKMEN AND THE MANAGEMENT OF M/S URBAN CO-OP. BANK LTD.,  
YAMUNANAGAR**

**Present:**—1. Shri G.C. Joshi along with Shri Vass Dev Misra, representing the workmen.  
2. Shri Ram Nath Misra along with Shri Paras Nath Misra, representing the employer.

#### **AWARD**

A demand notice was served by the workmen of the Urban Co-operative Bank Ltd., Yamunanagar copy of which were received by the undersigned along with the letter of authority. In the conciliation proceedings, the workmen authorised Shri G.C. Joshi and Shri Vass Dev to represent them in the conciliation proceedings.

During the course of conciliation proceedings, both the parties reached an agreement under section 10-A of the Industrial Dispute Act, 1947 to agree the arbitration to the undersigned. Copies of the agreement were forwarded to the Government through the Labour Commissioner, Haryana.—*vide* this office letter No. 2851, dated the 6th July, 1971 for publication in the official Gazette. The Haryana Government were pleased to order the publication in the official Gazette,—*vide* Haryana Government endorsement No. ID/AMB/248/28047, dated the 13th September, 1971.

Both the parties appeared on 12th November, 1971. During the course of pleading the following issues were struck on merits :—

1. Whether the respondent management is liable to pay the bonus as demanded by the workmen *vide* their demand notice under reference at the rate of the bonus paid by the management M/s Ballarpur Paper and Straw Board Mills (Shree Gopal Paper Division), Yamunanagar to their employees.
2. Whether the workers are entitled to the House rent allowance as per the practice prevailing in this concern at the rate of 10 per cent.



## 3. Any other relief.

Shri Vass Dev Misra Clerk working in the respondent Bank was examined on S.A. Who stated that the bank was running in profit and the bank was also paying dividend at the rate of 6 per cent to their shareholders. This dividend is regularly paying to the shareholders from the very start of the Bank. The running capital of the bank is to the tune of 12/13 lacs rupees. The credit limit of this bank to take loan from the Government is rupees 15 lacs. The Bank started paying the bonus to their workmen since the year, 1964, and the rate of the bonus was similar to the rate of the employees of the Paper Mills. This rate of payment of bonus was particularly tagged with the employees of the Paper Mills because this Bank is the composition of the salaried employees of the Paper Mills. And the Bank is running on the cooperative basis. An important fact was disclosed in the statement that the House Rent Allowance was given to the employees of the Bank since the year, 1968. It was paid at the rate of 10 per cent. This house rent allowance was paid to all the employees of the Bank. It was further disclosed by this witness that from the current year the house rent allowance has been reduced to 5 per cent and there was no notice given to the workmen for this reduction in the rate of House Rent Allowance and this resulted in giving the demand notice to the management.

It was stated by this witness that the management should pay bonus at the same rate as the employees of the Paper Mills are getting the bonus. Similarly, the house rent allowance should be paid at the rate of 10 per cent. As this has become the part and parcel of the terms and conditions of the service. Shri Paras Nath Misra Chairman of the managing Committee of this Bank appeared as RW-1 who was examined on oath. In his statement he stated that prior to him Shri Ram Nath Misra was the Chairman of the Bank. He was nominated as the Chairman of the Bank on the resignation of Shri Ram Nath Misra as this was in accordance with the last amendment in the Co-opt. Act. He described his nomination valid, legal and according to law. He stated an important fact that the workers of this Bank were receiving the bonus right from the year, 1963-64 at the same rate of the workers of the Paper Mills are getting their bonus. The workers were also getting House Rent Allowance at the rate of 10 per cent. Since the year, 1968. The managing Committee of the Bank never found any objection to the payment of Bonus as well as the House Rent Allowance. He informed that the Bonus was totally stopped and House Rent Allowance was reduced from 10 per cent to 5 per cent due to the Audit objections received by the Bank last year. He also disclosed that Audit was also done in the last year but no such like objections were pointed out by the Auditor. Only during the last year the auditor put forward these objections.

After going through the statement of the parties and the facts stated by them, I have come to this conclusion that the Urban Cooperative Bank Ltd., Yamunanagar, was running in profit. The Bank is regularly paying the dividend to their shareholders at the rate of 6 per cent. The Bank in the past year was paying the bonus and the House Rent Allowance even after the payment of the dividend to their shareholders. Shri Paras Nath Misra who is the Chairman of the managing Committee testified the above facts in his statement. The managing Committee of the Bank had never objected to the payment of the Bonus as well as the House Rent Allowance which was paid at the rate of 10 per cent. The Auditors did not object to these payments to the past. Only in the last year they reduced the payment of the House rent Allowance to 10 per cent to 5 per cent and totally stopped the payment of the Bonus. When the management had been regularly paying the Bonus and the House Rent Allowance, these both have become the condition of service as the workers have availed these benefits in the past years. And it is an important point in Labour Laws that once any facilities which the workmen have been enjoying during the past years those automatically become the condition of the service.

In view of these facts, I give award in favour of the workmen and order the management to pay the payment of Bonus from the retrospective effect. The Bonus at the rate of the workers of Paper Mills Workmen employees are paid and similarly there is no justification to reduce the payment of House Rent Allowance and same is restored at the rate of 10 per cent. They should also be paid the arrears to the workmen concerned.

Announced.

Dated the 29th November, 1971.

D.J. Lal CHAUDHRY,  
Arbitrator.

No.                      dated, the

Forwarded (four copies) to the Secretary to Government Haryana, Labour and Employment Department, Chandigarh as required under Section 15 of the Industrial Disputes Act, 1947.

(Sd)  
(D.J. LALCHAUDHRY),  
Arbitrator.

(Labour Officer-cum Conciliation Officer,  
Yamunanagar).

B.L. AHUJA,  
Commissioner for Labour and Employment  
to Government, Haryana.